



| 10,000 Shares of Class B Common Stock at \$1 per Share |           |             |           |
|--|-----------|-------------|-----------|
| # Of Shares Total Proceeds Net Proceeds                |           |             |           |
| Target Offering  | 10,000    | \$10,000    | \$9,200   |
| Maximum Amount   | 1,070,000 | \$1,070,000 | \$984,400 |

| THE | CON | ЛРΔ | NV |
|-----|-----|-----|----|
|     |     |     |    |

| 1. | Name of issuer: | Viable Mining Inc |
|----|-----------------|-------------------|
|    |                 |                   |

# **ELIGIBILITY**

- - Organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
  - Not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
  - Not an investment company registered or required to be registered under the Investment Company Act of 1940.
  - Not ineligible to rely on this exemption under Section 4(a)(6) of the Securities Act as a result of a disqualification specified in Rule 503(a) of Regulation Crowdfunding. (For more information about these disqualifications, see Question 30 of this Question and Answer format).
  - Has filed with the Commission and provided to investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this offering statement (or for such shorter period that the issuer was required to file such reports).
  - Not a development stage company that (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.

| 3.       | Has the issuer or any of its predecessors previously failed to comply with the ongoing reporting |
|----------|--|
|          | requirements of Rule 202 of Regulation Crowdfunding?   Yes  No                                   |
| Explain: |  |





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# **DIRECTORS OF THE COMPANY**

4. Provide the following information about each director (and any persons occupying a similar status or performing a similar function) of the issuer:

| Name:                               | Raymond Jamie Duran   | Joshua Neil Lawch   |  |
|-------------------------------------|---|---|--|
| Dates of Board Service:             | 4/19/21-Present   | 4/19/21-Present   |  |
| Principal Occupation:               | CEO   | COO   |  |
| Employer:                           | Solar Harmonics   | Viable  |  |
| Dates of Service:                   | 4/19/21-Present   | 4/19/21-Present   |  |
| Employer's principal business:      | Solar Panel Installation  | Solar Crypto Mining   |  |
|                                     |   |   |  |
| List all positions and offices      | s with the issuer held and the period of time in  | which the director served in the position or office:  |  |
|                                     |   |   |  |
| Position:                           | Chairperson of the Board  | Vice Chairperson  |  |
| Dates of Service:                   | 4/19/21-Present   | 4/19/21-Present   |  |
| Position:                           | President   | Vice President  |  |
| Dates of Service:                   | 4/19/21-Present   | 4/19/21-Present   |  |
| Position:                           | Chief Financial Officer   | Secretary   |  |
| Dates of Service:                   | 4/19/21-Present   | 4/19/21-Present   |  |
|                                     |   |   |  |
| Business Experience: List the emplo | oyers, titles and dates of positions held during  | past three years with an indication of job responsibilities:  |  |
|                                     |   |   |  |
| Employer:                           | Solar Harmonics   | National Grid   |  |
| Employer's principal business:      | Solar Panel Installations   | Power Generation, Transmission and Distribution   |  |
| Title:                              | CEO/Owner   | Manager   |  |
| Dates of Service:                   | 2013-Present  | 3/13-1/21   |  |
| Responsibilities:                   | Sales, client communication, project management, design, accounting, purchasing, marketing. | Lead and developed the creation of a new department responsible for construction safety, compliance and performance. Additionally, Project Management, Contract Management, Vendor Relations, Performance Analysis, Improvement and Reporting |  |





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# OFFICERS OF THE COMPANY

5. Provide the following information about each officer (and any persons occupying a similar status or performing a similar function) of the issuer:

|                                       | Daymand Jamie Dynan   | Jackya Naji Lawak   |
|---------------------------------------|---|---|
| Name:                                 | Raymond Jamie Duran   | Joshua Neil Lawch   |
| Title:                                | President/CFO   | VP/Secretary  |
| Dates of Service:                     | 4/19/21-Present   | 4/19/21-Present   |
| Responsibilities:                     | Management  | Management  |
|                                       |   |   |
| List any prior positions and of       | fices with the issuer and the period of time  | e in which the officer served in the position or office:  |
|                                       |   |   |
| Position:                             | No prior positions  | No prior positions  |
|                                       |   |   |
| Business Experience: List any other e | mployers, titles and dates of positions held du   | ring past three years with an indication of job responsibilities:   |
|                                       |   |   |
| Employer:                             | Solar Harmonics   | National Grid   |
| Employer's principal business:        | Solar Panel Installations   | Power Generation, Transmission and Distribution   |
| Title:                                | CEO/Owner   | Manager   |
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# PRINCIPAL SECURITY HOLDERS

6. Provide the name and ownership level of each person, as of the most recent practicable date, who is the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power.

| Name of Holder | No. and Class of<br>Securities Now Held | %Voting Power<br>Prior to Offering |
|----------------|---|------------------------------------|
| Jamie Duran    | 30M Common Stock                        | 54.55%                             |
| Josh Lawch     | 25M Common Stock                        | 45.45%                             |

# BUSINESS AND ANTICIPATED BUSINESS PLAN

7. Describe in detail the business of the issuer and the anticipated business plan of the issuer.





# 10,000 Shares of Class B Common Stock at \$1 per Share # Of Shares Total Proceeds Net Proceeds Target Offering 10,000 \$10,000 \$9,200 Maximum Amount 1,070,000 \$1,070,000 \$984,400

Viable, uses free, renewable, e nergy to mine Bitcoin

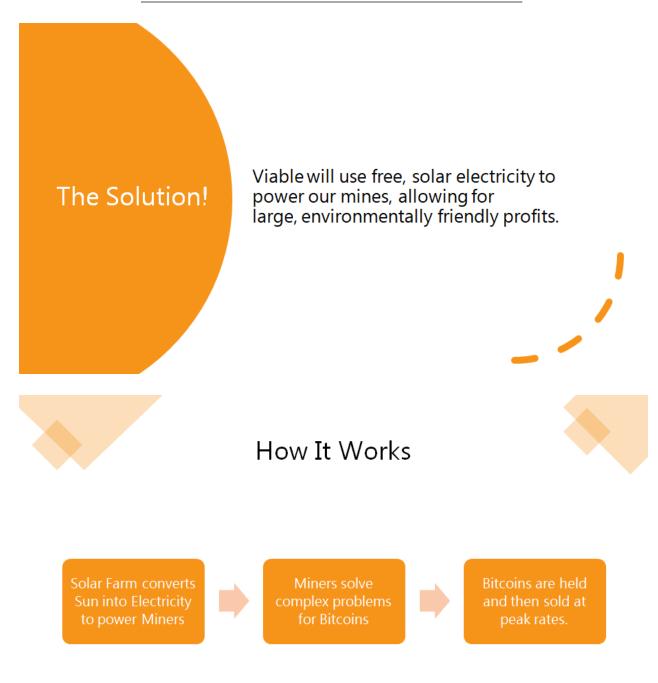


# **Problem**

Bitcoin mining requires huge amounts of expensive electricity, making most mines unprofitable. Environmental regulations for Bitcoin mining are currently being discussed and already implemented in China.

80% of electricity generated in the US is devastating our environment by producing 1,448M metric tons of CO2 and 2,000 metric tons of radioactive waste every year.

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Viable Mining is seeking investment to construct a Bitcoin mining facility and a 2.1 MW solar farm in Brentwood, CA.

Load studies, preliminary engineering, and design work have already been completed and the project is ready to begin construction immediately.

# Site Advantages:

- 20-year fixed land lease supports local farmers.
- Nearby substation allows us to sell excess power back to the grid at peak prices
- Nearby substation allows for purchasing back power at cheaper, off-peak prices at night

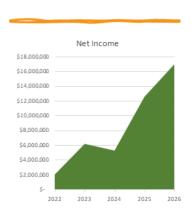
# Viable Mine Rollout





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# 5 Year Profit and Loss



|                       |   | ,         | /  |             |    | BU          | _  | ∈          |    |              |    |                 |
|-----------------------|---|-----------|----|-------------|----|-------------|----|------------|----|--------------|----|-----------------|
| Year Consolidated P&t |   |           |    |             |    |             |    |            |    |              |    |                 |
|                       | # of Operating Mines  based on Bitcoin Price @ \$ | 50,000    | s  | 2<br>52.500 | 5  | 3<br>55.125 |    | 100.000    |    | 5<br>105,000 |    |                 |
| Kevenu                | Year  | 2022      | ,  | 2023        | ,  | 2024        | ,  | 2025       | ,  | 2026         | ı  | 5 Year Combined |
| Mining Revenue        | s s   | 4,167,205 | \$ | 8,751,131   | \$ | 8,614,394   | \$ | 16,668,820 | \$ | 21,877,826   | \$ | 60,079,376      |
| Operating Expenses    |   |           |    |             |    |             |    |            |    |              | l  |                 |
| and Lease Payment     | \$  | 392,000   | \$ | 784,000     | \$ | 1,176,000   | \$ | 1,568,000  | \$ | 1,960,000    | \$ | 5,880,000       |
| D&M For Miners        | \$  | 100,000   | \$ | 204,000     | \$ | 312,120     | \$ | 424,483    | \$ | 541,216      | \$ | 1,581,81        |
| Payroll               | \$  | 971,020   | \$ | 1,376,173   | \$ | 1,589,094   | \$ | 1,813,551  | \$ | 2,050,046    | \$ | 7,799,883       |
| Employee Benefits     | \$  | 54,468    | \$ | 58,275      | \$ | 62,354      | \$ | 66,719     | \$ | 71,390       | \$ | 313,20          |
| Marketing             | \$  | 500,000   | \$ | 20,000      | \$ | 30,600      | \$ | 41,616     | \$ | 53,060       | \$ | 645,276         |
| nsurance              | \$  | 20,000    | \$ | 42,000      | \$ | 66,150      | \$ | 92,610     | \$ | 121,551      | \$ | 342,31          |
| egal Fees             | \$  | 20,000    | \$ | 10,000      | \$ | 15,300      | \$ | 20,808     | \$ | 26,530       | \$ | 92,638          |
| Accounting Fees       | \$  | 5,000     | \$ | 10,500      | \$ | 16,538      | \$ | 23,153     | \$ | 30,388       | \$ | 85,578          |
| Startup Expenses      | \$  | 5,000     | \$ |             | \$ |             | \$ |            | \$ |              | \$ | 5,000           |
| Miscelanous Expenses  | \$  | 3,000     | \$ | 6,120       | \$ | 9,364       | \$ | 12,734     | \$ | 16,236       | \$ | 47,455          |
|                       | Total Operating Expenses \$                       | 2,070,483 | \$ | 2,511,068   | \$ | 3,277,519   | \$ | 4,063,675  | \$ | 4,870,417    | \$ | 16,793,16       |
| Net Income            |   | 2.096.722 |    | 6 340.063   |    | 5.336.875   |    | 12,605,145 |    | 17.007.00    |    | 48.286.214      |

# Competition







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# Management Team



- · 13 Years as a leading expert in the solar industry
- 13 years owner, developer, ins taller and licensed solar contractor
- · 5 years running a successful Solar Podcast
- 5 years mining crypto currency



# Josh Lawch COO

national**grid** 

LONGLIFE



- · 8 Years of Management at National Grid, a Fortune 500 Utility
- · 9 Years leading operations in start up ventures
- 3 Years mining, trading, inve sting and researching cryptocurrencies
- · B.S. from Cornell University in **Business** Administration

# Potential Outcomes

# **Best Case:**

- · Hold all Bitcoin, except for operating expenses
- Replace mining equipment as needed
- Build bigger farms

# Conservative Case:

- · Sell Bitcoin annually at highest rate available
- · Pay small dividends replace mining equipment
- · Build similar or smaller farms

# **Worst Case:**

- · Sell off mining equipment
- · Layoff all mining related staff
- Sell electricity to PG&E for \$2.3M per year



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# Invest in Viable

Viable is seeking \$1.2 million in Seed funding to cover start up expenses and a Secure Token Offering, allowing for a full raise of \$35M for the first solar powered Bitcoin mining farm.

# Exit Strategy







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#### RISK FACTORS

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

8. Discuss the material factors that make an investment in the issuer speculative or risky:

# General Risks Associated with an Early-Stage Company

**This is a brand-new company.** We were formed in 2021, have only recently launched our website, and have no revenues. If you are investing in this company, it is because you believe in the idea and the market opportunity, the quality of the team, and the direction of the business to date.

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment. However, "With great risk comes great reward." - Thomas Jefferson

It is difficult for us to accurately predict our earnings potential. Because of our short operating history, it is more difficult to accurately assess growth rate and earnings potential. It is possible that our company will face many difficulties typical for early-stage companies.

Projections are speculative and are based upon a number of assumptions. Any projected financial results prepared by or on behalf of the Company have not been independently reviewed, analyzed, or otherwise passed upon. Such "forward-looking" statements are based on various assumptions, which assumptions may prove to be incorrect. Such assumptions include, but are not limited to (i) the future status of local, regional and international economies and policies, (ii) price of bitcoin in the future, (iii) anticipated costs associated with development, marketing, and fundraising (iv) supply shortages causing higher prices or delays on solar or mining equipment. Accordingly, there can be no assurance that such projections, assumptions, and statements will accurately predict future events or actual performance. Any projections of cash flow should be considered speculative and are qualified in their entirety by the assumptions, information and risks disclosed in this Memorandum. Investors are advised to consult with their own independent tax and business advisors concerning the validity and reasonableness of the factual, accounting and tax assumptions. No representations or warranties whatsoever are made by the Company, its affiliates or any other person or entity as to the future profitability of the Company or the results of making an investment in the Shares. If our future projections end up being significantly different than currently projected, our business could be greatly impacted. Our business therefore may not be able to sustain itself without the projected future revenues. The business could be at risk of closing, and investors may therefore be at risk of losing their investments.

We may not effectively manage growth. The anticipated growth of the Company's business will result in a corresponding growth in the demands on the Company's management and its operating infrastructure and internal





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controls. While we are planning for managed growth, any future growth may strain resources and operational, financial, human and management information systems, which may not be adequate to support the Company's operations and will require the Company to develop further management systems and procedures. There can be no guarantee that the Company will be able to develop such systems or procedures effectively on a timely basis. The failure to do so could have a material adverse effect upon the Company's business, operating results and financial condition. Investors could therefore be at risk of losing their investments if growth is not managed effectively.

The Company will require additional financing to support working capital needs. We might not sell enough securities in this offering to meet our operating needs and fulfill our plans, in which case we could cease operating and you would lose your investment. The Company will need to explore additional financing transactions that management determines are in the best interest of the Company, including, without limitation, a Secure Token Offering, commercial debt transactions, private offerings of debt or equity securities, a rights offering, and other strategic alternatives. Such additional financing may not be available to the Company, or, if available, the Company may be unable to undertake such additional financing on terms that are advantageous to the Company. If the Company fails to raise additional capital in such an offering, or through other fund-raising efforts, such a failure could have a material adverse effect on the Company, and investors in this Offering could be at greater risk of losing their investments due to the inability of the business to proceed with enough working capital to effectively run the Company.

**Management has broad discretion as to the use of proceeds.** The net proceeds from this Offering will be used for the purposes described under "USE OF PROCEEDS." The Company reserves the right to use the funds obtained from this Offering and the Debt Offering for other similar purposes not presently contemplated, which it deems to be in the best interests of the Company in order to address changed circumstances or opportunities. This poses a risk to an investor should they be relying on current use of proceed forecasts for the investment as business conditions may require a change of the use of these funds.

There may be unanticipated obstacles to the execution of the Company's business plan. The Company's business plans may change significantly. Our business plan is capital intensive. We believe that our chosen activities and strategies are achievable in light of current economic and legal conditions with the skills, background, and knowledge of our founders and advisors. Our management reserves the right to make significant modifications to its stated strategies depending on future events. Investors must be prepared for these potential modifications to stated strategies and understand the inherent risk to their investment that these modifications could pose.

Best efforts offering. This Offering is being made on a "best efforts" basis with no minimum number of Shares required to be sold. As subscriptions are accepted (and any required rescission periods expire), the subscription funds will be available for use by the Company immediately for its intended use of proceeds. Subscriptions are irrevocable (after expiration of any rescission period) and subscribers will not have the opportunity to have their funds returned notwithstanding any future lack of success in recruiting other investors. Accordingly, initial subscribers will necessarily have a greater degree of risk. The Company has not engaged the services of an underwriter with respect to the Offering, and there is no guarantee that any number of Shares are sold and proceeds will be realized by the Company.

There is no minimum capitalization for this offering and investors' subscription funds will be used by us as soon as they are received. There is no minimum capitalization required in this Offering. There is no assurance that all or a significant number of Shares may be sold in this Offering. We will use investors' subscription funds as soon as they are received. If only small portions of the Shares are placed, then we may not have sufficient capital to operate. There is no assurance that we could obtain additional financing or capital from any source, or that such financing or capital would be available to us on terms acceptable to us. Under such circumstances, the project would need to be scaled down, and would have a material adverse effect on our business.





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**Shares are not guaranteed and could become worthless.** The Shares are not guaranteed or insured by any government agency or by any private party. The amount of earnings is not guaranteed and can vary with market conditions. The return of all or any portion of capital invested in the Shares is not guaranteed, and the Shares could become worthless.

We are relying on certain exemptions from registration. The Shares are being offered for sale in reliance upon certain exemptions from the registration requirements of the Securities Act and applicable state securities laws. If the sale of the Shares were to fail to qualify for these exemptions, purchasers may seek rescission of their purchases of the Shares. If a number of purchasers were to obtain rescission, the Company would face significant financial demands, which could adversely affect the Company as a whole, as well as any non-rescinding purchasers.

The Shares are restricted securities and a market for such securities may never develop. Investors should be aware of the potentially long-term nature of their investment. Each purchaser of Shares will be required to represent that it is purchasing such securities for its own account for investment purposes and not with a view to resale or distribution. Purchasers may be required to bear the economic risks of the investment for an indefinite period of time. The Company has neither registered the Shares, nor any other securities under the Securities Act. Consequently, shareholders may not be able to sell or transfer their securities under applicable federal and state securities laws. Moreover, there is no public market for the Company's securities, such a market is not likely to develop prior to a registration undertaken by the Company for the public offering of its securities for its own account or the account of others, and there can be no assurance that the Company will ever have such a public offering of its securities. Ultimately, each investor's risk with respect to this Offering includes the potential for a complete loss of his or her investment.

We may be required to register under the Securities Exchange Act. The Company will be required to conform to the rules and regulations promulgated under the various federal and state securities laws applicable to the conduct of its business. Management does not believe that the Company's activities, as presently contemplated, will require registration or qualification of the Company with any federal or state agency.

Although the Company does not intend to be required to register its securities under the Securities Exchange Act of 1934, as amended, it is possible that the Securities and Exchange Commission (the "SEC") may require the Company to so register. For example, under Section 12(g)(1) of the Securities Exchange Act (as amended by the JOBS Act of 2012), private companies with over 2,000 shareholders and over \$10,000,000 in assets, may be required to register with the SEC within 120 days after their fiscal year end. Such registration would increase the operational expenses of the Company and would restrict its activities, thereby possibly having an adverse effect on its business.

The Sarbanes-Oxley Act of 2002 could, should the Company take such action, make the Company's entrance into the public market difficult and expensive. The Sarbanes-Oxley Act—the most far reaching legislation affecting the federal securities laws since they were created in the 1930's—impacts everything from the role of auditors to public reporting of stock trades by management, from committee independence to reporting of off-balance sheet transactions, and from officer loans to employee whistle-blowing.

Public and registered companies are facing dramatic changes in disclosure and corporate governance requirements under the Sarbanes-Oxley Act, and under new and proposed rules from the SEC, NASDAQ and the NYSE. While these new rules and regulations do not generally cover private companies, their influence on private companies is being felt in the following ways:

- A private company will become subject to the Sarbanes-Oxley Act upon filing a registration statement with the SEC in anticipation of an IPO.
- The Sarbanes-Oxley Act may result in increased scrutiny of a private company being considered for acquisition by a public company.





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- In order to conduct an IPO, a private company would need to evaluate its organization against the requirements of the Sarbanes-Oxley Act and develop a compliance program.
- Full compliance with the Sarbanes-Oxley Act which can be time-consuming and expensive can significantly slow the efforts of private companies such as the Company that may seek to enter the public markets.

The Offering price is arbitrary. The price of the Shares offered has been arbitrarily established by the Company, without considering such matters as the state of the Company's business development and the general condition of the industry in which it operates. The price of the Shares bears little relationship to the assets, net worth, or any other objective criteria of value applicable to the Company.

Additional unforeseen risks. In addition to the risks described in this section, and elsewhere in this Memorandum, other risks not presently foreseeable could negatively impact our business, could disrupt our operations and could cause the Company to fail. Ultimately, each investor in the Shares bears the risk of a complete and total loss of his/her/its investment.

**Management has broad discretion as to the use of proceeds.** The net proceeds from this Securities Offering will be used for the purposes described under "USE OF PROCEEDS." The Company reserves the right to use the funds obtained from this Offering for other similar purposes not presently contemplated, which it deems to be in the best interests of the Company in order to address changed circumstances or opportunities. This poses a risk to an investor should they be relying on current use of proceeds forecasts for the investment as business conditions may require a change of the use of these funds.

Public health epidemics or outbreaks could adversely impact our business. In December 2019, a novel strain of coronavirus (COVID-19) emerged in Wuhan, Hubei Province, China. While initially the outbreak was largely concentrated in China and caused significant disruptions to its economy, it has now spread to several other countries and infections have been reported globally. The extent to which the coronavirus impacts our operations will depend on future developments, which are highly uncertain and cannot be predicted with confidence, including the duration of the outbreak, new information which may emerge concerning the severity of the coronavirus and the actions to contain the coronavirus or treat its impact, among others. In particular, the continued spread of the coronavirus globally could adversely impact our operations, and could have an adverse impact on our business and our financial results.

If we make mistakes or have unforeseen things happen to us, our suppliers or the world, we can make little or no profit and can be driven out of business.

#### THE BOTTOM LINE:

Investment in the securities of smaller companies can involve greater risk than is generally associated with investment in larger, more established companies. All investments can result in significant or total loss of your loan and/or investment. If we do well, the stock should do well also, yet life offers no guarantees and neither can we. If we make mistakes or have unforeseen things happen to us, our suppliers or the world, we can make little or no profit and can be driven out of business. We cannot guarantee success, return on investment, or repayment of loans.

Please only invest what you can afford to lose.





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#### THE OFFERING

9. What is the purpose of this offering?

This is our first seed funding round. We intend to use the majority of the funds from this offering to pay for a Secure Token Offering (STO), which includes marketing, legal, accounting and token creation fees. An STO will allow Viable to raise the full \$35M needed to purchase the solar panels and mining equipment for the first mining operation.

The remaining funds will be used to make deposits on the land and equipment along with covering startup costs, engineering fees and payroll.

10. How does the issuer intend to use the proceeds of this offering?

|                                | If Target<br>Offering<br>Amount Sold | If Maximum<br>Offering<br>Amount Sold |
|--------------------------------|--------------------------------------|---------------------------------------|
| Total Proceeds                 | \$10,000.00                          | \$1,070,000.00                        |
| Less: Portal Success Fee of 8% | \$800.00                             | \$85,600.00                           |
| Net Proceeds                   | \$9,200.00                           | \$984,400.00                          |
| Use of Net                     | Proceeds                             |                                       |
| Marketing                      | \$9,200.00                           | \$500,000.00                          |
| Deposits on Land or Equipment  |                                      | \$200,000.00                          |
| Legal                          |                                      | \$100,000.00                          |
| Payroll                        |                                      | \$90,000.00                           |
| Engineering fees               |                                      | \$40,900.00                           |
| Tokens and Exchange            |                                      | \$40,000.00                           |
| Accounting                     |                                      | \$10,000.00                           |
| Startup and Misc. Expenses     |                                      | \$3,500.00                            |
| Total Use of Net Proceeds      | \$9,200.00                           | \$984,400.00                          |

The above figures are estimates and may change due to strategic, economic, and/or other factors.

11. How will the issuer complete the transaction and deliver securities to the investors?

The Company has set a minimum offering proceeds figure (the "minimum offering proceeds") for this Offering of \$10,000. After the Minimum Offering Proceeds, have been reached, and the company decides to close the offerings, the company will engage a Stock Transfer Agent to transfer the Securities to the newly acquired security holders.





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |
|--|-------------|----------------|--------------|
|  | # Of Shares | Total Proceeds | Net Proceeds |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |

How can an investor cancel an investment commitment?

NOTE: Investors may cancel an investment commitment until 48 hours prior to the deadline identified in these offering materials.

The intermediary will notify investors when the target offering amount has been met.

If the issuer reaches the target offering amount prior to the deadline identified in the offering materials, it may close the offering early if it provides notice about the new offering deadline at least five business days prior to such new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).

If an investor does not cancel an investment commitment before the 48-hour period prior to the offering deadline, the funds will be released to the issuer upon closing of the offering and the investor will receive securities in exchange for his or her investment.

If an investor does not reconfirm his or her investment commitment after a material change is made to the offering, the investor's investment commitment will be cancelled and the committed funds will be returned.

#### OWNERSHIP AND CAPITAL STRUCTURE

#### The Offering

| 13. | Describe the terms of the securities being offered.   |
|-----|---|
|     | Class B Common Stock, non-voting  |
| 14. | Do the securities offered have voting rights? $\square$ Yes $\checkmark$ No   |
| 15. | Are there any limitations on any voting or other rights identified above? $\ \Box$ Yes $\ \blacksquare$ No Explain: |
| 16. | How may the terms of the securities being offered be modified?  |

# Restrictions on Transfer of the Securities Being Offered

The securities being offered may not be transferred by any purchaser of such securities during the one-year period beginning when the securities were issued, unless such securities are transferred:

- (1) to the issuer;
- (2) to an accredited investor;
- (3) as part of an offering registered with the U.S. Securities and Exchange Commission; or
- (4) to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

NOTE: The term "accredited investor" means any person who comes within any of the categories set forth in Rule 501(a) of Regulation D, or who the seller reasonably believes comes within any of such categories, at the time of the sale of the securities to that person.





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |  |
|--|-------------|----------------|--------------|--|
|  | # Of Shares | Total Proceeds | Net Proceeds |  |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |  |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |  |

The term "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, and includes adoptive relationships. The term "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

# **Description of Issuer's Securities**

17. What other securities or classes of securities of the issuer are outstanding? Describe the material terms of any other outstanding securities or classes of securities of the issuer.

| Class of Security | Securities (or<br>Amount)<br>Authorized | Securities (or<br>Amount)<br>Outstanding | V   | oting | Righ | nts | Oth      | ner Ri | ghts |   |
|-------------------|---|--|-----|-------|------|-----|----------|--------|------|---|
| Common Stock:     |   |  |     |       |      |     |          |        |      |   |
| A                 | 100,000,000                             | 55,000,000                               | Yes | ~     | No   |     | Yes      |        | No   | ~ |
|                   |   |  |     |       |      |     | Specify: |        |      |   |
| В                 | 1,000,000,000                           | 0  | Yes |       | No   | •   | Yes      |        | No   | ~ |
|                   |   |  |     |       |      |     | Specify: |        |      |   |

18. How may the rights of the securities being offered be materially limited, diluted or qualified by the rights of any other class of security identified above?

None

- 19. Are there any differences not reflected above between the securities being offered and each other class of security of the issuer? ☐ Yes ✓ No:
- 20. How could the exercise of rights held by the principal shareholders identified in Question 6 above affect the purchasers of the securities being offered?

None

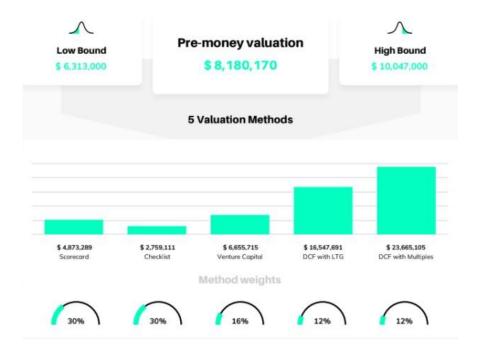
21. How are the securities being offered being valued? Include examples of methods for how such securities may be valued by the issuer in the future, including during subsequent corporate actions.

The valuation of the company has been performed based on the issuers' qualitative and financial information, including but not limited to: 1. the quality, size and experience of the management team; 2.-the market of reference and business model; 3. the product/service and customers' feedback; 4. - the presence of strategic partnerships as well as external investors; 5. - the presence of relevant IP and/or legal risks; 6. - the current financial performance of the company; 7. - the projected financial performance of the company.

| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |  |
|--|-------------|----------------|--------------|--|
|  | # Of Shares | Total Proceeds | Net Proceeds |  |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |  |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |  |

This information is combined with market-industry data, provided by a comprehensive valuation software, to come up with a comprehensive valuation estimate based on 5 different valuation models, 2 based on a qualitative assessment (named Scorecard and Check-List) and 3 based financial projections (namely: VC method, Discounted Cash Flows with Multiples, and Discounted Cash Flows with Long-Term Growth).

These methods are combined in a weighted average that applies the weights (see above image) according to the stage of development of the company (assessed by the valuation software), giving more emphasis on the 2 qualitative methods for early-stage businesses, and vice versa.



The weights for the above mentioned valuation methods are: Scorecard (30%), Check-list (30%), Venture Capital (16%), DCF- Long Term Growth (12%), and DCF with Multiples (12%).

The full valuation report (17 pages) is part of this offering and is to be found in the Offering's Documents Section.

The valuation was calculated at pre money \$8,180,170.

The company has elected to go with a slightly more conservative valuation of \$8,000,000.

22. What are the risks to purchasers of the securities relating to minority ownership in the issuer?

The right to demand current distributions from an operating business is limited. A majority owner, if she is committed to avoiding any distributions to a minority owner, can usually avoid making any distributions of profits. By establishing generous reserves for future expenses, paying a salary to herself or her relatives at the high range of what is reasonable, pre-paying expenses, investing in new business or new equipment, leasing expensive cars, etc., a majority owner can spend enough that there are rarely any profits to be distributed. So long as the expenses are not grossly unreasonable, the investor, probably, won't be able to force the company to allow you to share in any of the current income of the company.





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |  |
|--|-------------|----------------|--------------|--|
|  | # Of Shares | Total Proceeds | Net Proceeds |  |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |  |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |  |

No right to participate in any management decisions of the company. The majority owner may make a decision that the investor think is bad and puts your interest in the company at risk. The investor may see the majority owner running the company into the ground. The investor can try to convince him that it is the wrong decision, but he doesn't have to take your calls.

The investor has limited rights, if any, to have your interest bought out. You may want to cash out your interest and do other things with the money. State law may give you the right to force the company to buy you out, but these rights are limited.

While the investor would be entitled to a share of any profits on sale of the entire business, a sale can be structured in a way to avoid any payout to minority owners, such as a sale of assets over time with the proceeds reinvested in another business.

# 23. What are the risks to purchasers associated with corporate actions including:

#### Additional issuances of securities:

Following the investor's investment in the Company, the Company may sell interest to additional investors, which will dilute the percentage interest of the investor is the Company. The Investor might have the opportunity to increase its investment in the Company in such transaction, but such opportunity cannot be assured. The amount of additional capital needed by the Company, if any, will depend upon the maturity and the objectives of the Company.

# Issuer repurchases of securities:

The company may have the authority to repurchase its securities from shareholders, which may serve to decrease any liquidity in the market for such securities, decrease the percentage interests help by other similarly situated investors to the Investor, and create pressure on the investor to sell its securities to the Company concurrently.

# • A sale of the issuer or of assets of the issuer:

As a minority owner of the Company, the Investor will have limited or no ability to influence a potential sale of the Company or a substantial portion of its assets. Thus, the investor will rely upon the executive management of the Company and the Board of Directors of the Company to manage the Company so as to maximize value for shareholders.

# • Transactions with related parties:

The Investor should be aware that there will be occasions when the Company may encounter potential conflicts of interest in its operations. On any issue involving conflicts of interest, the executive management and the Board of Directors of the Company will be guided by their good faith judgement as to the Company's best interests. The Company may engage in transactions with affiliates, subsidiaries or other related parties, which may be on terms which are not arm's-length, but will be in all cases consistent with the duties of the management of the Company to its shareholders. By acquiring and interest in the company, the investor will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waives any claim with respect to any liability arising from the existence of any such conflict of interest.





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |  |
|--|-------------|----------------|--------------|--|
|  | # Of Shares | Total Proceeds | Net Proceeds |  |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |  |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |  |

24. Describe the material terms of any indebtedness of the issuer:

| Creditor Name(s)       | Amount Outstanding |       | Maturity<br>Date |
|------------------------|--------------------|-------|------------------|
| Raymond Jamie<br>Duran | \$29,589.56        | 3.50% | 12/31/2041       |

25. What other exempt offerings has the issuer conducted within the past three years?

The Company has not conducted any other exempt offerings in the past three years.

- 26. Was or is the issuer or any entities controlled by or under common control with the issuer a party to any transaction since the beginning of the issuer's last fiscal year, or any currently proposed transaction, where the amount involved exceeds five percent of the aggregate amount of capital raised by the issuer in reliance on Section 4(a)(6) of the Securities Act during the preceding 12-month period, including the amount the issuer seeks to raise in the current offering, in which any of the following persons had or is to have a direct or indirect material interest:
  - (1) any director or officer of the issuer;
  - (2) any person who is, as of the most recent practicable date, the beneficial owner of 20 percent or more of the issuer's outstanding voting equity securities, calculated on the basis of voting power;
  - (3) if the issuer was incorporated or organized within the past three years, any promoter of the issuer or
  - (4) any immediate family member of any of the foregoing persons.

No to all

27.

# FINANCIAL CONDITION OF THE ISSUER

Does the issuer have an operating history?

| 1 | $\mathcal{C}$ | 3 |
|---|---------------|---|
|   |               |   |
|   |               |   |
|   |               |   |
|   |               |   |

28. Describe the financial condition of the issuer, including, to the extent material, liquidity, capital resources, and historical results of operations.

Viable Mining currently has no debt, minimal assets, and has been entirely funded by founder contributions. All work is handled remote and there is no need currently or in the near future for office space.

☐ Yes ✓ No.





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |  |  |
|--|-------------|----------------|--------------|--|--|
|  | # Of Shares | Total Proceeds | Net Proceeds |  |  |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |  |  |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |  |  |

# FINANCIAL INFORMATION

29. Include the financial information specified below covering the two most recently completed fiscal years or the period(s) since inception, if shorter:

REVIEWED FINANCIAL STATEMENTS

Viable Mining, Inc. For the Period Ended July 31, 2021 With Independent Accountant's Review Report





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |  |
|--|-------------|----------------|--------------|--|
|  | # Of Shares | Total Proceeds | Net Proceeds |  |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |  |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |  |

# Viable Mining, Inc.

# **Financial Statements**

Period Ended July 31, 2021

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| Balance Sheet                                |   |
| Statement of Operations                      |   |
| Statement of Changes in Stockholders' Equity |   |
| Statement of Cash Flows                      |   |
| Notes to the Financial Statements            |   |



# VIABLE OFFERING STATEMENT

| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |  |
|--|-------------|----------------|--------------|--|
|  | # Of Shares | Total Proceeds | Net Proceeds |  |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |  |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |  |

Fiona Hamza, CPA Email: fhamzacpa@outlook.com Ph: 502 396 1855 Accounting Services

# Independent Accountant's Review Report

The Board of Directors Viable Mining, Inc. Brentwood, California

I have reviewed the accompanying financial statements of Viable Mining, Inc., which comprises of the balance sheet as of July 31, 2021, and the related statements of income, changes in stockholders' equity, and cash flows from April 20, 2021 ("inception") to July 31, 2021 and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

# Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

## Accountant's Responsibility

My responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of my procedures provide a reasonable basis for our conclusion.

#### Accountant's Conclusion

Cona & Hornza

Based on my reviews, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Fiona Hamza, CPA

Plano, Texas August 16, 2021



# VIABLE OFFERING STATEMENT

**Viable Mining Inc** 2005 Riddling Court Brentwood, California, 94513

| 10,000 Sh       | 10,000 Shares of Class B Common Stock at \$1 per Share |                |              |  |  |  |
|-----------------|--|----------------|--------------|--|--|--|
|                 | # Of Shares  | Total Proceeds | Net Proceeds |  |  |  |
| Target Offering | 10,000   | \$10,000       | \$9,200      |  |  |  |
| Maximum Amount  | 1,070,000  | \$1,070,000    | \$984,400    |  |  |  |

# Viable Mining, Inc.

# Balance Sheet

|   | July 31, 2021 |     |
|---|---------------|-----|
| Assets  |               | _   |
| Current assets: Cash and cash equivalents (note 1)  | S             | 127 |
| Total current assets  |               | -   |
| Fixed assets (note 1)   |               | -   |
| Deferred tax asset (note 1)   | 2             | _   |
| Total assets  | S             | -   |
| Liabilities and Stockholders' Equity  |               |     |
| Current liabilities: Trade payable  | 20.           | -   |
| Shareholder's Loans (note 2) Total current liabilities  | 29,           |     |
| Total long-term liabilities   |               |     |
| Total liabilities   | 29,           | 590 |
| Stockholders' equity: Class A Common stock, \$1 par value, 100,000,000 shares Authorized, zero issued and outstanding (note 3) Retained deficit | (29,5         | 90) |
| Total stockholders' equity  | (29,5         | 90) |
|   |               |     |





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |
|--|-------------|----------------|--------------|
|  | # Of Shares | Total Proceeds | Net Proceeds |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |

# Viable Mining, Inc.

# Statement of Operations

|                          | Period from April<br>20, 2021 (Inception)<br>to July 31, 2021 |
|--------------------------|---|
| Revenue                  | s -   |
| Expenses:                |   |
| Accounting fees          | -   |
| Bank charges             | -   |
| Payroll expenses         | 24,780  |
| Professional fees        | 4,780   |
| Startup costs            | 30  |
| Total operating expenses | 29,590  |
| Net loss                 | \$ (29,590)   |





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |
|--|-------------|----------------|--------------|
|  | # Of Shares | Total Proceeds | Net Proceeds |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |

# Viable Mining, Inc.

Statement of Changes in Stockholders' Equity

|   | Common S<br>shares - no | 45.00 |   | etained<br>Deficit | Stock | otal<br>cholders'<br>quity |
|---|-------------------------|-------|---|--------------------|-------|----------------------------|
| Balance at April 20, 2021 (date of inception) | s                       |       | S | _                  | S     |                            |
| Common stock issued                           |                         |       |   |                    | - 3   |                            |
| Net Loss                                      | 9                       |       |   | (29,590)           |       | (29,590)                   |
| Balance at July 31, 2021                      | s                       | -     | S | (29,590)           | S     | (29,590)                   |



# VIABLE OFFERING STATEMENT

**Viable Mining Inc** 2005 Riddling Court Brentwood, California, 94513

| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |
|--|-------------|----------------|--------------|
|  | # Of Shares | Total Proceeds | Net Proceeds |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |

# Viable Mining, Inc.

# Statement of Cash Flows

|  | Period from April<br>20, 2021 (Inception)<br>to July 31, 2021 |
|--|---|
| Operating activities                               |   |
| Net loss   | \$ (29,590)   |
| Increase in trade payable                          |   |
| Net cash used in operating activities              | (29,590)  |
| Investing activities                               |   |
| Fixed assets                                       |   |
| Net cash used in investing activities              |   |
| Financing activities                               |   |
| Proceeds from shareholders                         | 29,590  |
| Proceeds from capital contribution                 | -   |
| Net cash provided by financing activities          | 29,590  |
| Net increase in cash and cash equivalents          | -   |
| Cash and cash equivalents at beginning of year     | -   |
| Cash and cash equivalents at end of year           | s -   |
| Supplemental disclosures of cash flow information: |   |
| Cash paid for interest                             | s -   |
| Cash paid for income taxes                         | s -   |
|  |   |





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |
|--|-------------|----------------|--------------|
|  | # Of Shares | Total Proceeds | Net Proceeds |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |

# Viable Mining, Inc. Notes to Financial Statements July 31, 2021

# 1. Business and Summary of Significant Accounting Policies

## Description of Business and Basis of Presentation

Viable Mining, Inc., a development stage entity, was formed on April 20, 2021 ("Inception") in the State of California. The financial statements of Viable Mining, Inc. (which may be referred to as the "Company", "Viable", "we," "us," or "our") are prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). The Company's headquarters are located in Brentwood, California.

Bitcoin mining requires huge amounts of expensive electricity, making most mines unprofitable. 80% of electricity generated in the US is devastating our environment by producing 1,448M metric tons of CO2 and 2,000 metric tons of radioactive waste every year. Environmental regulations for Bitcoin mining are currently being discussed. To combat with all of the issues mentioned above, Viable will use free, solar electricity to power their mines, allowing for large, environmentally friendly profits. Load studies, preliminary engineering, and design work have already been completed and the project is ready to begin construction immediately.

#### Risks and Uncertainties

The Company's business and operations are sensitive to general business and economic conditions in the U.S. along with local, state, and federal governmental policy decisions. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include: public health epidemics or outbreaks, recession, downturn or otherwise, government policies, competition from large companies entering the market, and product liability issues. These adverse conditions could affect the Company's financial condition and the results of its operations.

During the next 12 months, the Company intends to operate (construct Bitcoin mining facility and solar farm, acquire and train staff) largely with funding from founders, and our Regulation Crowdfunding campaign, and additional debt and/or equity financing as determined to be necessary.

There are no assurances that management will be able to raise capital on terms acceptable to the Company. If we are unable to obtain sufficient amounts of additional capital, we may be required to reduce the scope of our planned development, which could harm our business, financial condition, and operating results. The balance sheet does not include any adjustments that might result from these uncertainties.



# VIABLE OFFERING STATEMENT

Viable Mining Inc 2005 Riddling Court Brentwood, California, 94513

| 10,000 Shares of Class B Common Stock at \$1 per Share |           |              |           |
|--|-----------|--------------|-----------|
| # Of Shares Total Proceeds Net Proceeds                |           | Net Proceeds |           |
| Target Offering  | 10,000    | \$10,000     | \$9,200   |
| Maximum Amount   | 1,070,000 | \$1,070,000  | \$984,400 |

# Viable Mining, Inc. Notes to Financial Statements (continued) July 31, 2021

### Use of estimates

The preparation of financial statements is in conformity with the accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates. It is reasonably possible that changes in estimates will occur in the near term.

# Accounting Method

The Company's financial statements are prepared using the accrual method of accounting. In accordance with this method of accounting, revenue is recognized in the period in which it is earned and expenses are recognized in the period in which they are incurred. All revenue and expenses that are applicable to future periods are presented as deferred income or prepaid expenses on the accompanying balance sheets.

### Recent Accounting Pronouncements

The Company has evaluated Recent Accounting Pronouncements and has determined that all such pronouncements either do not apply or their impact is insignificant to the financial statements.

# Cash and Cash Equivalents

Cash equivalents consist primarily of short-term investments in overnight money market funds.

# Fixed assets

Property and equipment are recorded at cost. Depreciation is computed using a straight-line mid-month convention method over the estimated useful lives of the assets, which for furniture and fixtures, auto, most computer equipment, and software ranges primarily from three to seven years. Assets less than \$1,000 are expensed as incurred.

## Deferred Tax Asset

The Company is taxed as Corporation and files income tax returns in the U.S federal jurisdiction and California State Jurisdiction. The tax benefit asset for federal and state taxes is \$5,918 and \$2,616, respectively, that may be used to offset future taxable income. Federal net operating Losses (NOLs) carryforwards under Tax Cut and Jobs Act do not expire while state NOLs expires in twenty years. Due to lack of history, the Company has decided to set up valuation allowance account until they can better estimate the realization date.





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |
|--|-------------|----------------|--------------|
|  | # Of Shares | Total Proceeds | Net Proceeds |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |

# Viable Mining, Inc. Notes to Financial Statements (continued) July 31, 2021

#### 2. Shareholders' loans

From time-to-time, the Company's founding member advances the company funds or incur expenses on the Company's behalf. These advances are considered short-term, due on demand.

#### 3. Common Stock

The relative rights, powers, preferences, qualifications, limitations, and restrictions of the Common Stock, are as follow:

Each share of Common Stock is entitled to one vote.

# 4. Commitments and Contingencies

As of the date of issuance of financials August 16, 2021, the company has no commitments or contingencies.

# 5. Subsequent Events

Management has evaluated subsequent events through August 16, 2021, the date on which the financial statements were available to be issued and determined that there have been no events that have occurred that would require adjustments to our disclosures in the reviewed financial statements.





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |
|--|-------------|----------------|--------------|
|  | # Of Shares | Total Proceeds | Net Proceeds |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |

30. With respect to the issuer, any predecessor of the issuer, any affiliated issuer, any director, officer, general

|     | outstar<br>and A<br>person | or or managing member of the issuer, any beneficial owner of 20 percent or more of the issuer's adding voting equity securities, calculated in the same form as described in Question 6 of this Question answer format, any promoter connected with the issuer in any capacity at the time of such sale, any a that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in action with such sale of securities, or any general partner, director, officer or managing member of any olicitor, prior to May 16, 2016: |
|-----|----------------------------|--|
| (1) | predec                     | ny such person been convicted, within 10 years (or five years, in the case of issuers, their ressors and affiliated issuers) before the filing of this offering statement, of any felony or meanor:  |
|     | (i)                        | in connection with the purchase or sale of any security?  Yes  No  |
|     | (ii)<br>(iii)              | involving the making of any false filing with the Commission? ☐ Yes ✓ No arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? ☐ Yes ✓ No   |
| (2) | within<br>the tin          | such person subject to any order, judgment or decree of any court of competent jurisdiction, entered five years before the filing of the information required by Section 4A(b) of the Securities Act that, at ne of filing of this offering statement, restrains or enjoins such person from engaging or continuing to e in any conduct or practice:   |
|     | (i)                        | in connection with the purchase or sale of any security? $\square$ Yes $\square$ No  |
|     | (ii)<br>(iii)              | involving the making of any false filing with the Commission? ☐ Yes ✓ No arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser, funding portal or paid solicitor of purchasers of securities? ☐ Yes ✓ No   |
| (3) | perforunions<br>approp     | such person subject to a final order of a state securities commission (or an agency or officer of a state ming like functions); a state authority that supervises or examines banks, savings associations or credit; a state insurance commission (or an agency or officer of a state performing like functions); an oriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Union Administration that:  at the time of the filing of this offering statement bars the person from:                                      |
|     | (1)                        | (A) association with an entity regulated by such commission, authority, agency or officer? ☐ Yes ☑ No  |
|     |                            | (B) engaging in the business of securities, insurance or banking? ☐ Yes ✓ No   |
|     | (ii)                       | (C) engaging in savings association or credit union activities? $\square$ Yes $\square$ No constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct and for which the order was entered within the 10-year period ending on the date of the filing of this offering statement? $\square$ Yes $\square$ No  |
| (4) | Excha                      | such person subject to an order of the Commission entered pursuant to Section 15(b) or 15B(c) of the nge Act or Section 203(e) or (f) of the Investment Advisers Act of 1940 that, at the time of the filing offering statement:   |
|     | (i)                        | suspends or revokes such person's registration as a broker, dealer, municipal securities dealer, investment adviser or funding portal?   Yes  No   |
|     | (ii)                       | places limitations on the activities, functions or operations of such person? $\square$ Yes $\square$ No   |





| 10,000 Shares of Class B Common Stock at \$1 per Share |             |                |              |
|--|-------------|----------------|--------------|
|  | # Of Shares | Total Proceeds | Net Proceeds |
| Target Offering  | 10,000      | \$10,000       | \$9,200      |
| Maximum Amount   | 1,070,000   | \$1,070,000    | \$984,400    |

|         | (iii)                            | bars such person from being associated with any entity or from participating in the offering of any penny stock?  Yes No   |
|---------|----------------------------------|--|
|         |                                  | the offering of any penny stock?   |
| (5)     | this off<br>and des<br>(i)       | such person subject to any order of the Commission entered within five years before the filing of fering statement that, at the time of the filing of this offering statement, orders the person to cease sist from committing or causing a violation or future violation of:  any scienter-based anti-fraud provision of the federal securities laws, including without limitation Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Investment Advisers Act of 1940 or any other rule or regulation thereunder?   Yes No |
| (6)     | with a associa                   | such person suspended or expelled from membership in, or suspended or barred from association member of, a registered national securities exchange or a registered national or affiliated securities ation for any act or omission to act constituting conduct inconsistent with just and equitable ales of trade?   Yes  No   |
| (7)     | as an<br>Commorder, s<br>filing, | y such person filed (as a registrant or issuer), or was any such person or was any such person named underwriter in, any registration statement or Regulation A offering statement filed with the ission that, within five years before the filing of this offering statement, was the subject of a refusal stop order, or order suspending the Regulation A exemption, or is any such person, at the time of such the subject of an investigation or proceeding to determine whether a stop order or suspension order be issued?   Yes  No  |
| (8)     | years be person, injunct         | such person subject to a United States Postal Service false representation order entered within five before the filing of the information required by Section $4A(b)$ of the Securities Act, or is any such at the time of filing of this offering statement, subject to a temporary restraining order or preliminary ion with respect to conduct alleged by the United States Postal Service to constitute a scheme of for obtaining money or property through the mail by means of false representations? $\square$ Yes $\square$ No   |
| suspens | sion, exp                        | have answered "Yes" to any of these questions had the conviction, order, judgment, decree, pulsion or bar occurred or been issued after May 16, 2016, then you are NOT eligible to rely on under Section 4(a)(6) of the Securities Act.  |

# OTHER MATERIAL INFORMATION

- 31. In addition to the information expressly required to be included in this Form, include:
  - (1) any other material information presented to investors; and
  - (2) such further material information, if any, as may be necessary to make the required statements, in the light of the circumstances under which they are made, not misleading.

# Updating offering to meet new regulations.

If the rules of Regulation Crowdfunding are changed while this offering is live, we may amend the offering to be in line with the new rules. Specifically - on November 2nd 2020, the SEC announced that they voted to expand Regulation Crowdfunding limits from \$1.07 million per year to \$5 million per year by including Audited





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Financials. These rules took effect on March 15th, 2021. We may elect to amend our offering to include Audited Financials and adjust the Offering Maximum to \$5,000,000.

# **ONGOING REPORTING**

The issuer will file a report electronically with the Securities & Exchange Commission annually and post the report on its website, no later than: April 30

(120 days after the end of each fiscal year covered by the report).

Once posted, the annual report may be found on the issuer's website at: www.viablemining.com

The issuer must continue to comply with the ongoing reporting requirements until:

- (1) the issuer is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
- the issuer has filed at least one annual report pursuant to Regulation Crowdfunding and has fewer than 300 holders of record and has total assets that do not exceed \$10,000,000;
- (3) the issuer has filed at least three annual reports pursuant to Regulation Crowdfunding;
- (4) the issuer or another party repurchases all of the securities issued in reliance on Section 4(a)(6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
- (5) the issuer liquidates or dissolves its business in accordance with state law.

\* \* \* \* \*

# PART 240 - GENERAL RULES AND REGULATIONS, SECURITIES EXCHANGE ACT OF 1934

9. The authority citation for part 240 continues to read, in part, as follows: Authority: 15 U.S.C. 77c, 77d, 77g, 77j, 77s, 77z-2, 77z-3, 77eee, 77ggg, 77nnn, 77sss,

77ttt, 78c, 78c-3, 78c-5, 78d, 78e, 78f, 78g, 78i, 78j, 78j-1, 78k, 78k-1, 78l, 78m, 78n, 78n-1, 78o, 78o-4, 78o-10, 78p, 78q, 78q-1, 78s, 78u-5, 78w, 78x, 78ll, 78mm, 80a-20, 80a-23, 80a-29, 80a-37, 80b-3, 80b-4, 80b-11, 7201 et. seq., and 8302; 7 U.S.C. 2(c)(2)(E); 12 U.S.C. 5221(e)(3); 18 U.S.C. 1350; and Pub. L. 111-203, 939A, 124 Stat. 1376, (2010), unless otherwise noted.

10. Add § 240.12g-6 to read as follows:

# § 240.12g-6 Exemption for securities issued pursuant to section 4(a)(6) of the Securities Act of 1933.

- (a) For purposes of determining whether an issuer is required to register a security with the Commission pursuant to Section 12(g)(1) of the Act (15 U.S.C. 78l(g)(1)), the definition of held of record shall not include securities issued pursuant to the offering exemption under section 4(a)(6) of the Securities Act (15 U.S.C. 77d(a)(6)) by an issuer that:
  - (1) Is current in filing its ongoing annual reports required pursuant to § 227.202 of this chapter;
  - (2) Has total assets not in excess of \$25 million as of the end of its most recently completed fiscal year; and
  - (3) Has engaged a transfer agent registered pursuant to Section 17A(c) of the Act to perform the function of a transfer agent with respect to such securities.
- (b) An issuer that would be required to register a class of securities under Section 12(g) of the Act as a result of exceeding the asset threshold in paragraph (2) may continue to exclude the relevant securities from the definition of "held of record" for a transition period ending on the penultimate day of the fiscal year two years after the date it became ineligible. The transition period terminates immediately upon the failure of an issuer to timely file any





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periodic report due pursuant to § 227.202 at which time the issuer must file a registration statement that registers that class of securities under the Act within 120 days





| 10,000 Sh       | 10,000 Shares of Class B Common Stock at \$1 per Share |                |              |  |
|-----------------|--|----------------|--------------|--|
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Exhibit A: Sample SUBSCRIPTION AGREEMENT

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK. THIS INVESTMENT IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT SUCH INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES OR BLUE SKY LAWS AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND STATE SECURITIES OR BLUE SKY LAWS. ALTHOUGH AN OFFERING STATEMENT HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), THAT OFFERING STATEMENT DOES NOT INCLUDE THE SAME INFORMATION THAT WOULD BE INCLUDED IN A REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND IT IS NOT REVIEWED IN ANY WAY BY THE SEC. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE SUBSCRIPTION AGREEMENT OR ANY OTHER MATERIALS OR INFORMATION MADE AVAILABLE TO SUBSCRIBER IN CONNECTION WITH THIS OFFERING OVER THE WEB-BASED PLATFORM MAINTAINED BY TRUCROWD INC. (THE "INTERMEDIARY"). ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

INVESTORS ARE SUBJECT TO LIMITATIONS ON THE AMOUNT THEY MAY INVEST, AS SET OUT IN SECTION 4(d). THE COMPANY IS RELYING ON THE REPRESENTATIONS AND WARRANTIES SET FORTH BY EACH SUBSCRIBER IN THIS SUBSCRIPTION AGREEMENT AND THE OTHER INFORMATION PROVIDED BY SUBSCRIBER IN CONNECTION WITH THIS OFFERING TO DETERMINE THE APPLICABILITY TO THIS OFFERING OF EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

PROSPECTIVE INVESTORS MAY NOT TREAT THE CONTENTS OF THE SUBSCRIPTION AGREEMENT, THE OFFERING STATEMENT OR ANY OF THE OTHER MATERIALS AVAILABLE ON THE INTERMEDIARY'S WEBSITE (COLLECTIVELY, THE "OFFERING MATERIALS") OR ANY COMMUNICATIONS FROM THE COMPANY OR ANY OF ITS OFFICERS, EMPLOYEES OR AGENTS AS INVESTMENT, LEGAL OR TAX ADVICE. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN





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EXAMINATION OF THE COMPANY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND THE RISKS INVOLVED. EACH PROSPECTIVE INVESTOR SHOULD CONSULT THE INVESTOR'S OWN COUNSEL, ACCOUNTANT AND OTHER PROFESSIONAL ADVISOR AS TO INVESTMENT, LEGAL, TAX AND OTHER RELATED MATTERS CONCERNING THE INVESTOR'S PROPOSED INVESTMENT.

THE OFFERING MATERIALS MAY CONTAIN FORWARD-LOOKING STATEMENTS AND INFORMATION RELATING TO, AMONG OTHER THINGS, THE COMPANY, ITS BUSINESS PLAN AND STRATEGY, AND ITS INDUSTRY. THESE FORWARD-LOOKING STATEMENTS ARE BASED ON THE BELIEFS OF, ASSUMPTIONS MADE BY, AND INFORMATION CURRENTLY AVAILABLE TO THE COMPANY'S MANAGEMENT. WHEN USED IN THE OFFERING MATERIALS, THE WORDS "ESTIMATE," "PROJECT," "BELIEVE," "ANTICIPATE," "INTEND," "EXPECT" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY STATEMENTS. WHICH CONSTITUTE FORWARD LOOKING FORWARD-LOOKING STATEMENTS. THESE STATEMENTS REFLECT MANAGEMENT'S CURRENT VIEWS WITH RESPECT TO FUTURE EVENTS AND ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE THE COMPANY'S ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTAINED IN THE FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE ON WHICH THEY ARE MADE. THE COMPANY DOES NOT UNDERTAKE ANY OBLIGATION TO REVISE OR UPDATE THESE FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS OR CIRCUMSTANCES AFTER SUCH DATE OR TO REFLECT THE OCCURRENCE OF UNANTICIPATED EVENTS.

THE INFORMATION PRESENTED IN THE OFFERING MATERIALS WAS PREPARED BY THE COMPANY SOLELY FOR THE USE BY PROSPECTIVE INVESTORS IN CONNECTION WITH THIS OFFERING. NO REPRESENTATIONS OR WARRANTIES ARE MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN ANY OFFERING MATERIALS, AND NOTHING CONTAINED IN THE OFFERING MATERIALS IS OR SHOULD BE RELIED UPON AS A PROMISE OR REPRESENTATION AS TO THE FUTURE PERFORMANCE OF THE COMPANY.

THE COMPANY RESERVES THE RIGHT IN ITS SOLE DISCRETION AND FOR ANY REASON WHATSOEVER TO MODIFY, AMEND AND/OR WITHDRAW ALL OR A PORTION OF THE OFFERING AND/OR ACCEPT OR REJECT IN WHOLE OR IN PART ANY PROSPECTIVE INVESTMENT IN THE SECURITIES OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE AMOUNT OF SECURITIES SUCH INVESTOR DESIRES TO PURCHASE. EXCEPT AS OTHERWISE INDICATED, THE OFFERING MATERIALS SPEAK AS OF THEIR DATE. NEITHER THE DELIVERY NOR THE PURCHASE OF THE SECURITIES





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SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THAT DATE.

The Company:

# **VIABLE MINING INC**

# 2005 Riddling Court

# Brentwood, California, 94513

# 1. Subscription.

1. The undersigned ("Subscriber") hereby irrevocably subscribes for and agrees to purchase Class B non-voting common stock (singular - the "Security" or plural - the "Securities"), of:

Viable Mining Inc, a corporation (the "Company"),

at a purchase price of \$1 per security (the "Per Security Price"), upon the terms and conditions set forth herein. The rights of the Security are as set forth in offering statement and any description of the Securities that appears in the Offering Materials is qualified in its entirety by such document.

- 2. By executing this Subscription Agreement, Subscriber acknowledges that Subscriber has received this Subscription Agreement, a copy of the Offering Statement of the Company filed with the SEC and any other information required by the Subscriber to make an investment decision.
- 3. This Subscription may be accepted or rejected in whole or in part, at any time prior to a Closing Date (as hereinafter defined), by the Company at its sole discretion. In addition, the Company, at its sole discretion, may allocate to Subscriber only a portion of the number of Securities Subscriber has subscribed for. The Company will notify Subscriber whether this subscription is accepted (whether in whole or in part) or rejected. If Subscriber's subscription is rejected, Subscriber's payment (or portion thereof if partially rejected) will be returned to Subscriber without interest and all of Subscriber's obligations hereunder shall terminate.
- 4. The aggregate number of Securities sold shall not exceed the Maximum Number of Units, as set in the Form C filed in relation to this offering with the SEC (the "Oversubscription Offering"). The Company may accept subscriptions until the "Termination Date" as set in the Form C filed with the SEC in relation to this offering. Providing that subscriptions equaling or exceeding the "Minimum





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Offering" as set forth in the Form C filed with the SEC, the Company may elect at any time to close all or any portion of this offering, on various dates at or prior to the Termination Date (each a "Closing Date").

- 5. In the event of rejection of this subscription in its entirety, or in the event the sale of the Securities (or any portion thereof) is not consummated for any reason, this Subscription Agreement shall have no force or effect.
- (f) The terms of this Subscription Agreement shall be binding upon Subscriber and its transferees, heirs, successors and assigns (collectively, "Transferees"); provided that for any such transfer to be deemed effective, the Transferee shall have executed and delivered to the Company in advance an instrument in a form acceptable to the Company in its sole discretion, pursuant to which the proposed Transferee shall be acknowledge, agree, and be bound by the representations and warranties of Subscriber, terms of this Subscription Agreement.

# Purchase Procedure.

- Payment. The purchase price for the Securities shall be paid simultaneously with the
  execution and delivery to the Company of the signature page of this Subscription
  Agreement, which signature and delivery may take place through digital online means.
  Subscriber shall deliver a signed copy of this Subscription Agreement along with payment
  for the aggregate purchase price of the Securities by cash, ACH electronic transfer or
  wire transfer to an account designated by the Company, or by any combination of such
  methods.
- 2. Escrow arrangements. Payment for the Securities shall be received by Prime Trust, LLC (the "Escrow Agent") from the undersigned by transfer of immediately available funds, check or other means approved by the Company at least two days prior to the applicable Closing Date, in the amount as set forth in Appendix A on the signature page hereto and otherwise in accordance with Intermediary's payment processing instructions. Upon such Closing, the Escrow Agent shall release such funds to the Company. The undersigned shall receive notice and evidence of the digital entry of the number of the Securities owned by undersigned reflected on the books and records of the Company and verified by the "Transfer Agent" designated by the Company, which books and records shall bear a notation that the Securities were sold in reliance upon Regulation CF.

# 3. Representations and Warranties of the Company.

The Company represents and warrants to Subscriber that the following representations and warranties are true and complete in all material respects as of the date of each Closing Date, except as otherwise indicated. For purposes of this Agreement, an individual shall be deemed to have "knowledge" of a particular fact or other matter if such individual is actually aware of such fact. The Company will be deemed to have "knowledge" of a particular fact or other matter if one





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of the Company's current officers has, or at any time had, actual knowledge of such fact or other matter.

- 1. Organization and Standing. The Company is a C Corporation duly formed, validly existing and in good standing under the laws of the State of California. The Company has all requisite power and authority to own and operate its properties and assets, to execute and deliver this Subscription Agreement, and any other agreements or instruments required hereunder. The Company is duly qualified and is authorized to do business and is in good standing as a foreign corporation in all jurisdictions in which the nature of its activities and of its properties (both owned and leased) makes such qualification necessary, except for those jurisdictions in which failure to do so would not have a material adverse effect on the Company or its business.
- 2. <u>Eligibility of the Company to Make an Offering under Section 4(a)(6)</u>. The Company is eligible to make an offering under Section 4(a)(6) of the Securities Act and the rules promulgated thereunder by the SEC.
- 3. <u>Issuance of the Securities</u>. The issuance, sale and delivery of the Securities in accordance with this Subscription Agreement has been duly authorized by all necessary corporate action on the part of the Company. The Securities, when so issued, sold and delivered against payment therefor in accordance with the provisions of this Subscription Agreement, will be duly and validly issued, fully paid and non-assessable.
- 4. <u>Authority for Agreement</u>. The execution and delivery by the Company of this Subscription Agreement and the consummation of the transactions contemplated hereby (including the issuance, sale and delivery of the Securities) are within the Company's powers and have been duly authorized by all necessary corporate action on the part of the Company. Upon full execution hereof, this Subscription Agreement shall constitute a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (iii) with respect to provisions relating to indemnification and contribution, as limited by considerations of public policy and by federal or state securities laws.
- 5. No filings. Assuming the accuracy of the Subscriber's representations and warranties set forth in Section 4 hereof, no order, license, consent, authorization or approval of, or exemption by, or action by or in respect of, or notice to, or filing or registration with, any governmental body, agency or official is required by or with respect to the Company in connection with the execution, delivery and performance by the Company of this Subscription Agreement except (i) for such filings as may be required under Section 4(a)(6) of the Securities Act or the rules promulgated thereunder or under any applicable state securities laws, (ii) for such other filings and approvals as have been made or





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obtained, or (iii) where the failure to obtain any such order, license, consent, authorization, approval or exemption or give any such notice or make any filing or registration would not have a material adverse effect on the ability of the Company to perform its obligations hereunder.

- 6. <u>Capitalization</u>. The authorized and outstanding units securities of the Company immediately prior to the initial investment in the Securities is as set forth under "Securities being Offered" in the Offering Circular. Except as set forth in the Offering Circular, there are no outstanding options, warrants, rights (including conversion or preemptive rights and rights of first refusal), or agreements of any kind (oral or written) for the purchase or acquisition from the Company of any of its securities.
- 7. <u>Financial statements.</u> Complete copies of the Company's consolidated financial statements (the "Financial Statements") have been made available to the Subscriber and appear in the Offering Circular. The Financial Statements are based on the books and records of the Company and fairly present in all material respects the consolidated financial condition of the Company as of the respective dates they were prepared and the results of the operations and cash flows of the Company for the periods indicated. The Financial Statements comply with the requirements of Rule 201 of Regulation Crowdfunding, as promulgated by the SEC.
- 8. <u>Proceeds</u>. The Company shall use the proceeds from the issuance and sale of the Securities as set forth in the Offering Materials.
- 9. <u>Litigation</u>. Except as set forth in the Offering Statement, there is no pending action, suit, proceeding, arbitration, mediation, complaint, claim, charge or investigation before any court, arbitrator, mediator or governmental body, or to the Company's knowledge, currently threatened in writing (a) against the Company or (b) against any consultant, officer, manager, director or key employee of the Company arising out of his or her consulting, employment or board relationship with the Company or that could otherwise materially impact the Company.
- 4. <u>Representations and Warranties of Subscriber</u>. By executing this Subscription Agreement, Subscriber (and, if Subscriber is purchasing the Securities subscribed for hereby in a fiduciary capacity, the person or persons for whom Subscriber is so purchasing) represents and warrants, which representations and warranties are true and complete in all material respects as of the date of the Subscriber's respective Closing Date(s):
  - 1. Requisite Power and Authority. Such Subscriber has all necessary power and authority under all applicable provisions of law to execute and deliver this Subscription Agreement and other agreements required hereunder and to carry out their provisions. All action on Subscriber's part required for the lawful execution and delivery of this Subscription Agreement and other agreements required hereunder have been or will be effectively taken prior to the Closing Date. Upon their execution and delivery, this Subscription





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Agreement and other agreements required hereunder will be valid and binding obligations of Subscriber, enforceable in accordance with their terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and (b) as limited by general principles of equity that restrict the availability of equitable remedies.

- 2. <u>Investment Representations</u>. Subscriber understands that the Securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"). Subscriber also understands that the Securities are being offered and sold pursuant to an exemption from registration contained in the Act based in part upon Subscriber's representations contained in this Subscription Agreement.
- 3. <u>Illiquidity and Continued Economic Risk</u>. Subscriber acknowledges and agrees that there is no ready public market for the Securities and that there is no guarantee that a market for their resale will ever exist. Subscriber must bear the economic risk of this investment indefinitely and the Company has no obligation to list the Securities on any market or take any steps (including registration under the Securities Act or the Securities Exchange Act of 1934, as amended) with respect to facilitating trading or resale of the Securities. Subscriber acknowledges that Subscriber is able to bear the economic risk of losing Subscriber's entire investment in the Securities. Subscriber also understands that an investment in the Company involves significant risks and has taken full cognizance of and understands all of the risk factors relating to the purchase of Securities.
- 4. <u>Resales</u>. Subscriber agrees that during the one-year period beginning on the date on which it acquired Securities pursuant to this Subscription Agreement, it shall not transfer such Securities except:
  - 1. To the Company;
  - 2. To an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act;
  - 3. As part of an offering registered under the Securities Act with the SEC; or
  - 4. To a member of the Subscriber's family or the equivalent, to a trust controlled by the Subscriber, to a trust created for the benefit of a member of the family of the Subscriber or equivalent, or in connection with the death or divorce of the Subscriber or other similar circumstance.
- 5. Investment Limits. Subscriber represents that either:
  - 1. Either of Subscriber's net worth or annual income is less than \$107,000, and that the amount it is investing pursuant to this Subscription Agreement, together with all other amounts invested in offerings under Section 4(a)(6) of the Securities Act within the previous 12 months, is either less than(A) 5% of the lower of its annual income or net worth, or (B) \$2,200; or
  - 2. Both of Subscriber's net worth and annual income are more than \$107,000, and that the amount it is investing pursuant to this Subscription Agreement, together with all other amounts invested in offerings under Section 4(a)(6) of the Securities





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|--|-------------|----------------|--------------|
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Act within the previous 12 months, is less than 10% of the lower of its annual income or net worth, and does not exceed \$107,000.

- 6. Shareholder information. Within five days after receipt of a request from the Company, the Subscriber hereby agrees to provide such information with respect to its status as a shareholder (or potential shareholder) and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws and regulations to which the Company is or may become subject. Subscriber further agrees that in the event it transfers any Securities, it will require the transferee of such Securities to agree to provide such information to the Company as a condition of such transfer.
- 7. Company Information. Subscriber has read the Offering Statement. Subscriber understands that the Company is subject to all the risks that apply to early-stage companies, whether or not those risks are explicitly set out in the Offering Circular. Subscriber has had an opportunity to discuss the Company's business, management and financial affairs with managers, officers and management of the Company and has had the opportunity to review the Company's operations and facilities. Subscriber has also had the opportunity to ask questions of and receive answers from the Company and its management regarding the terms and conditions of this investment. Subscriber acknowledges that except as set forth herein, no representations or warranties have been made to Subscriber, or to Subscriber's advisors or representative, by the Company or others with respect to the business or prospects of the Company or its financial condition.
- 8. <u>Valuation</u>. The Subscriber acknowledges that the price of the Securities was set by the Company on the basis of the Company's internal valuation and no warranties are made as to value. The Subscriber further acknowledges that future offerings of Securities may be made at lower valuations, with the result that the Subscriber's investment will bear a lower valuation.
- 9. <u>Domicile</u>. Subscriber maintains Subscriber's domicile (and is not a transient or temporary resident) at the address shown on the signature page.
- 10. Foreign Investors. If Subscriber is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities or any use of this Subscription Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Securities. Subscriber's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of the Subscriber's jurisdiction.





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# 5. Revisions to Manner of Holding.

In the event that statutory or regulatory changes are adopted such that it becomes possible for companies whose purpose is limited to acquiring, holding and disposing of securities issued by a single company ("Crowdfunding SPVs") to make offerings under Section 4(a)(6) of the Securities Act, Subscriber agrees to exchange the Securities for securities issued by a Crowdfunding SPV in a transaction complying with the requirements of Section 3(a)(9) of the Securities Act. Subscriber agrees that in the event the Subscriber does not provide information sufficient to effect such exchange in a timely manner, the Company may repurchase the Securities at a price to be determined by the Board of Directors. Subscriber further agrees to transfer its holdings of securities issued under Section 4(a)(6) into "street name" in a brokerage account in Subscriber's name, provided that the Company pay all costs of such transfer. Subscriber agrees that in the event the Subscriber does not provide information sufficient to effect such transfer in a timely manner, the Company may repurchase the Securities at a price to be determined by the Board of Directors.

- 6. <u>Indemnity</u>. The representations, warranties and covenants made by the Subscriber herein shall survive the closing of this Agreement. The Subscriber agrees to indemnify and hold harmless the Company and its respective officers, directors and affiliates, and each other person, if any, who controls the Company within the meaning of Section 15 of the Securities Act against any and all loss, liability, claim, damage and expense whatsoever (including, but not limited to, any and all reasonable attorneys' fees, including attorneys' fees on appeal) and expenses reasonably incurred in investigating, preparing or defending against any false representation or warranty or breach of failure by the Subscriber to comply with any covenant or agreement made by the Subscriber herein or in any other document furnished by the Subscriber to any of the foregoing in connection with this transaction.
- 7. <u>Governing Law; Jurisdiction</u>. This Subscription Agreement shall be governed and construed in accordance with the laws of the State of California.

EACH OF THE SUBSCRIBER AND THE COMPANY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED WITHIN THE STATE AND NO OTHER PLACE AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS SUBSCRIPTION AGREEMENT MAY BE LITIGATED IN SUCH COURTS. EACH OF SUBSCRIBER AND THE COMPANY ACCEPTS FOR ITSELF AND HIMSELF AND IN CONNECTION WITH ITS AND HIS RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT.





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EACH OF SUBSCRIBERS AND THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN THE MANNER AND IN THE ADDRESS SPECIFIED IN SECTION 9 AND THE SIGNATURE PAGE OF THIS SUBSCRIPTION AGREEMENT. HOWEVER, NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO BE APPLICABLE TO ANY ACTION ARISING UNDER THE FEDERAL SECURITIES LAWS.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE ACTIONS OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF, EACH OF THE PARTIES HERETO ALSO WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF SUCH PARTY. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS SUBSCRIPTION AGREEMENT. IN THE EVENT OF LITIGATION, THIS SUBSCRIPTION AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. BY AGREEING TO THIS PROVISION, EACH SUBSCRIBER WILL NOT BE DEEMED TO HAVE WAIVED THE COMPANY'S COMPLIANCE WITH U.S. FEDERAL SECURITIES LAWS AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER.

8. <u>Notices</u>. Notice, requests, demands and other communications relating to this Subscription Agreement and the transactions contemplated herein shall be in writing and shall be deemed to have been duly given if and when (a) delivered personally, on the date of such delivery; or (b) mailed by registered or certified mail, postage prepaid, return receipt requested, in the third day after the posting thereof; or (c) emailed, telecopied or cabled, on the date of such delivery to the address of the respective parties as follows:

# If to the Company, to:

PHYSICAL: 2005 Riddling Court Brentwood, California, 94513

DIGITAL: invest@ViableMining.com





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Attn: Josh Lawch

### If to a Subscriber:

to Subscriber's address as shown on the signature page hereto

or to such other address as may be specified by written notice from time to time by the party entitled to receive such notice. Any notices, requests, demands or other communications by telecopy or cable shall be confirmed by letter given in accordance with (a) or (b) above.

# 9. <u>Miscellaneous</u>.

- 1. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.
- 2. This Subscription Agreement is not transferable or assignable by Subscriber.
- The representations, warranties and agreements contained herein shall be deemed to be made by and be binding upon Subscriber and its heirs, executors, administrators and successors and shall inure to the benefit of the Company and its successors and assigns.
- 4. None of the provisions of this Subscription Agreement may be waived, changed or terminated orally or otherwise, except as specifically set forth herein or except by a writing signed by the Company and Subscriber.
- 5. In the event any part of this Subscription Agreement is found to be void or unenforceable, the remaining provisions are intended to be separable and binding with the same effect as if the void or unenforceable part were never the subject of agreement.
- 6. The invalidity, illegality or unenforceability of one or more of the provisions of this Subscription Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Subscription Agreement in such jurisdiction or the validity, legality or enforceability of this Subscription Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.
- 7. This Subscription Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties hereto with respect to the subject matter hereof.
- 8. The terms and provisions of this Subscription Agreement are intended solely for the benefit of each party hereto and their respective successors and assigns, and it is not the intention of the parties to confer, and no provision hereof shall confer, third-party beneficiary rights upon any other person.
- 9. The headings used in this Subscription Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.







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- 10. This Subscription Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 11. If any recapitalization or other transaction affecting the stock of the Company is affected, then any new, substituted or additional securities or other property which is distributed with respect to the Securities shall be immediately subject to this Subscription Agreement, to the same extent that the Securities, immediately prior thereto, shall have been covered by this Subscription Agreement.
- 12. No failure or delay by any party in exercising any right, power or privilege under this Subscription Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

# [SIGNATURE PAGE FOLLOWS]

# SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The undersigned, desiring to purchase non-voting common stock of the Company. by executing this signature page, hereby executes, adopts and agrees to all terms, conditions and representations of the Subscription Agreement.

- (a) The number of shares the undersigned hereby irrevocably subscribes for is: %%UNIT COUNT%%
- (b) The aggregate purchase price (based on a purchase price of \$1 per Security) the undersigned hereby irrevocably subscribes for is: %%AMOUNT%%
- (c) The Securities being subscribed for will be owned by, and should be recorded on the Company's books as held in the name of:

# **Investor Signature:**

%%INVESTOR NAME%%

(print name of owner or joint owners)

%%INVESTOR\_SIGNATURES%%

# **Company Signature:**





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This Subscription is accepted on %%EXECUTION\_TIME\_LEGAL%%

By: Viable Mining Inc

%%ISSUER\_SIGNATURE%%